

REQUEST FOR PROPOSAL

PROFESSIONAL CONSULTING SERVICES

*Professional Services in Support of informed reuse of the
Navy/Marine Corps Reserve Center, Reading, PA*

CITY COUNCIL OFFICE
LOCAL REDEVELOPMENT AUTHORITY (LRA)
CITY OF READING, PENNSYLVANIA,



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PROFESSIONAL SERVICES

The City of Reading, Pennsylvania is accepting proposals from companies and individuals qualified to become a consultant to assist the City of Reading Local Redevelopment Authority with the LRA process and the completion of a re-use plan for the Reading Navy Marine Center Corps Reserve Center, located on Kenhorst Boulevard, Reading, Pa.

Created by the City of Reading City Council, the City of Reading Local Redevelopment Authority (LRA) is recognized by the Secretary of Defense and the Office of Economic Adjustment as successor to the Berks County LRA and as the entity responsible for the preparation of the base redevelopment plan. The City of Reading LRA is following laws relating to focus, public involvement, and general process, to diligently work to identify the highest and best future use of the property.

PROPOSAL SUBMISSION

The original proposal and ten (10) copies shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA, 19601, until 2:00pm, prevailing time on Wednesday, September 3, 2008. The envelope shall be clearly labeled as "RFP for Professional Consulting Services in Support of reuse of the Navy/Marine Corps Reserve Center, Reading, PA".

Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered. Proposers are invited to be present at the RFP opening.

PRE-PROPOSAL CONFERENCE

The City will not hold a pre-proposal conference. For the purpose of familiarizing Proposers with the project, questions must be in writing and submitted to the Purchasing Coordinator in Room 2-45 no later than 2PM, Tuesday, August 19, 2008.

GENERAL BACKGROUND

The City of Reading Local Redevelopment Authority (LRA) is soliciting a RFP to obtain a highly qualified and capable professional services individual or firm that can successfully provide a plan for the reuse and redevelopment of The Navy/Marine Corps Reserve Center consisting of 7.06 acres of improved and unimproved land located within the City of Reading, Berks County. In 2005, the Reading Navy/Marine Corps Reserve Center was designated for closure and all areas are available when the installation closes in September 2010. Improvements include: (1) administrative/office facility, approximately 34,736 sq. ft., (2) maintenance production facility, approximately 8,116 square feet which includes a gun shed/garage, garage, paint locker and howitzer shed, (3) paved areas, approximately 15,042 sq. ft. including parking lots, sidewalks and areaways, and (4) utility facilities which include sanitary sewer, storm sewer, gas, drainage.

Environmental Considerations.

There are special environmental concerns associated with the closure and conversion of this center because of its former use as a shooting range in one location of the existing structure. No testing appears to have been done on the contents in this affected area, and there has been no

testing for the migration of possible contaminants either on-or off-site. The Navy has prepared an Environmental Condition of Property (ECP) report and all documents will be made available to the consultant.

Local Planning Considerations.

The Reading Navy/Marine Corps Navy/Marine Corps Reserve Center is located in an area of the City of Reading which is zoned for R-2 residential use. This district allows for low-density residential use (one family detached dwellings, one family semi-detached dwellings and one family attached dwellings). Public sewer is available to serve this site. Public water is available as well. The site has multiple entrances, onto two public streets.

The Center is centrally located in the Reading urbanized area on Kenhorst Boulevard, which is a minor arterial street with access to nearby collector and arterial roads. The road system in this area is capable of accommodating all types of emergency vehicles. The site also has a secondary access to Pershing Boulevard.

General surrounding land uses include:

- PA State Police Barracks
- Olivet Boys & Girls Club of Reading
- Small local businesses (neighborhood commercial)
- Reading Housing Authority Apartment Complex
- Range of housing types and values
 - Upscale single family neighborhood
 - Mid-range single, semi-detached homes.

The buildings on the site must be evaluated to determine whether they are usable in their present condition and, if not, the extent and cost of the renovations that will be required to render them usable for the proposed public benefit purposes. For example, any proposed use by the public will require the building to be handicapped-accessible and to be equipped with an appropriate fire suppression system. The successful reuse of this facility, with its unique characteristics and review requirements, poses an unusual planning challenge for the City. However, consideration will also be given to uses that require the demolition of some or all existing structures.

Homelessness Considerations

In accordance with federal law and considering the location of the Navy/Marine Corps Reserve Center, the LRA will review homeless comprehensive plans to help guide decisions regarding community needs.

The City of Reading Local Redevelopment Authority (LRA) was recognized by OEA as an LRA on May 30, 2008. The LRA was created as the entity responsible for the preparation of the base redevelopment plan. It is a comprehensive, participatory group that is representative of the stakeholders most affected by the closure.

The LRA is requesting assistance to hire a consultant in order to analyze the existing conditions of the facility and property, review a variety of potential uses including those submitted in NOIs, research community needs, and advise the LRA on general recommended

upgrades and other challenges to transitioning the property from military to civilian or public use. The LRA has received three NOIs. The consultant will produce a Facilities Analysis, a Review of Notices of Intent, and a Community Needs Analysis. The consultant will assist the LRA in the consolidation this information and production of the Redevelopment Plan.

The City of Reading LRA serves as the primary link between the DoD, the installation, the community, and Federal and State agencies for all base closure matters. The LRA is “the single entity responsible for identifying local redevelopment needs and preparing a redevelopment plan for the Military Department to consider in the disposal of installation property. In this context, the term “redevelopment plan” means a plan that (1) represents local consensus on the redevelopment with respect to the installation and (2) provides for redevelopment of the property that becomes available because of the installation closure or realignment.”

SCOPE OF SERVICES

The LRA intends to select an individual, firm, or team to provide for (a) Facilities Assessment; (b) Planning Services and Community Needs Analysis; (c) Market Study; (d) Financial and Economic Development plan in a detailed report that will guide the planning process for the Berks County LRA.

The consultant will provide educated analysis and information to City of Reading LRA, who shall make decisions on the intended reuse of Navy/Marine Corps Reserve Center.

The consultant shall assist in the development of goals and objectives; the create of an overall policy framework; identify of principles for guiding the reuse planning process; compile and analyze existing data and plans including environmental, physical and inventory data provided by the Military Department; assessment of economic activities currently underway which could impact the redevelopment of the property; establish a pre-planning vision and prepare a detailed report that will guide the planning process, redevelopment plans for this parcel.

Facilities Assessment

The facilities assessment will determine the current state of the building and property and identify general recommended upgrades. Specifically, the following must be analyzed: existing condition of the buildings’ materials, finishes, and systems (mechanical, electrical and plumbing). Additionally, zoning, codes, building codes, and utility requirements must be assessed. The consultant will be provided all documentation received by the City of Reading LRA from the DoD, including floor plans, environmental documentation, and facility upgrade documentation. However, the consultant will not be compensated for regenerating similar documents. All plans and drawings will become property of the City of Reading LRA.

The goal of the Facilities Assessment will be to submit a written report that advises the City of Reading LRA of the current condition of the buildings and property and the recommended upgrades, including potential costs to bring the property up to code and utilize it in a future civilian capacity.

Regional and Community Goals and Objectives

The consultant shall assist in evaluating community goals for the future as they relate to the potential reuse and redevelopment of the base and how it shall be developed. Community objectives and land use priorities should be studied to determine the use(s) of the base property that will maximize benefits to region and its citizens, along with a determination of the homeless needs within the City of Reading and compliance with applicable laws.

Community Needs Analysis

The consultant will examine the needs and opportunities of the community, placing an emphasis of economic development that will support the surrounding neighborhood, by conducting a Community Needs Analysis (CNA). The consultant will be provided planning documents from all relevant sources. Additionally, the City of Reading LRA will provide documents and determinations, all of which will be provided to the consultant for review and consideration. Finally, the consultant is advised to review recent surveys conducted by community, civic groups, or elected officials in the affected area.

The consultant will meet with representatives of the City of Reading LRA prior to commencing work to define the actual plan of work, as well as following the completion of work to review the product. The goal of the CNA will be to submit a written report advising the City of Reading LRA which proposals are consistent – with state and local plans and what services/infrastructure are deficient in the community that can be provided by the transfer of this property. This report may be completed in conjunction with the Facilities Analysis and Review of Notices of Intent.

Review of Notices of Interest & Feasibility Study

The consultant will review the potential uses, as submitted by interested stakeholders in their Notice of Interest submitted to the City of Reading LRA. The Berks LRA called for NOIs during the public outreach period, which ran from June 15, 2006 – September 15, 2006. Three NOIs were received by the Berks LRA, with a focus on the following topics: homeless service provision and government use. The City of Reading LRA will establish a process by which its members will review the proposals with the stakeholders and the information collected will be provided to the consultant.

The consultant will review the NOIs submitted by the interested parties and help the City of Reading LRA understand the merits of each proposal, determine how the proposed use will affect the surrounding community, see which proposals are feasible at this site, and come up with one or more recommendations for the site. The consultant will assess the needs of the community and study the available resources within the community to see what uses will be feasible within the site.

- Assist the LRA to establish appropriate criteria to review NOIs.
- Review each NOI based established criteria
- Provide merits/demerits on each proposed use
- Study the needs of the community and available resources within the community that can be utilized to turn this property into an asset

- Provide recommendations on potential reuse
- The consultant will prepare conceptual redevelopment plans of the proposed use and a cost estimate to implement the plan.

The consultant will meet with the City of Reading LRA to discuss potential uses, the conceptual design, and the cost estimate.

Alternative Reuse Strategies

The consultant shall prepare a reuse/redevelopment alternative based upon the results of the data collection and analyses, community reuse goals and objectives, and the redevelopment potential for the existing facilities and undeveloped areas. The consultant will provide a baseline market forecast outlining strategic development opportunities, unique assets and liabilities, potentially suitable land parcels and determine the local context of opportunities and constituents. The redevelopment alternative will incorporate the development constraints, as well as the land use and community compatibility constraints of adjacent land uses, particularly the existing land uses surrounding the base. The components of the plan shall consider and include:

- Cost-benefit analysis
- Tax revenue generation
- Impacts to adjoining land uses
- Land use and zoning requirements
- Environmental conditions and geological constraint
- Infrastructure demand
- Benefit to the community
- Feasibility of uses
- The consultant shall assess the suitability of the underutilized land/buildings for optimal use and chart a path forward to find the appropriate tenant selection mix.

Recommended Reuse/Redevelopment Plan

A consultant shall assist in the preparation of reuse plans.

The Consultant shall prepare a recommended reuse plan based upon the findings outlined in above and as determined by the LRA. Components of the plan shall include:

- General land use and circulation plan
- Implementation phasing
- Infrastructure requirements & constraints
- Investment requirements
- Review environmental remediation requirements
- Zoning policies and regulations
- Workable shared services
- Summary of Public comment and involvement
- Market demand
- Balance between homeless and economic development needs

- Environmental conditions and sources of available funding.
- Homeless Assistance Submission – Information about homelessness, Notices of Interest, Legally Binding Agreements, Balance, Outreach.

Fiscal Impacts on Neighboring Jurisdictions

This assessment will provide an understanding of financial needs and evaluate the City, the County's and other tenants' ability to cover these expenses.

QUALIFICATION REQUIREMENTS

Interested consultant firms and individuals must demonstrate expertise in the following areas:

Economic Market Analysis	Marketing
Real Estate Market Analysis	Legal Expertise
Land Use Planning	Reuse Organizational Planning/Implementation
Transportation Planning	Architectural & Landscape Architecture
Fiscal Impact Analysis	Civil/Utilities Engineering

Previous experience with military base (or similar) reuse planning and experience with bases that have been realigned is preferred.

REQUIREMENTS OF PROPOSAL SUBMISSION

A. General Qualifications

1. Discussion of the organization's management history and capacity. Briefly describe the range of activities performed by your organization. Include information regarding experience similar to the type requested in this proposal.
2. Provide a brief description of the experience of the principle-in-charge of this contract.
3. Provide at least three references from prior clients from which you have contracted similar work.
4. State the location of the office from which the work is to be performed.

B. Specific Project Information

1. Fee Schedule
2. Information communicating the consultant's/firm's understanding and concept of the assignment
3. Include your understanding of the work and a discussion of your approach to achieve the LRA's objectives.
4. Detail tasks to accomplish your approach.
5. Submit two examples of projects completed other municipalities
6. Outline City staff involvement required to complete the project
7. Identify the work to be performed respectively by the consultant/firm and that to be performed by others in completing the proposed Scope of Work. In the case where others may be involved, provide the same information regarding their

credentials respective to their role(s) as is requested of the consultant/firm making this proposal.

COMPENSATION

Cost shall be stated as a total project cost. The total project must include staff time required for research, analysis, report preparation and report printing.

INSURANCE

The Successful Proposer, at the time of execution of the contract, shall also furnish the City of Reading with insurance certificates of adequate limits, as later indicated, to protect the City, its agents, and employees, from any litigation involved in the work. All subcontractors must also furnish copies of their liability insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

LIABILITY INSURANCE

The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and hold harmless the City of Reading from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City of Reading.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Worker's Compensation – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the County.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability**

coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of Reading, 815 Washington Street, Reading, PA 19601*. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City of Reading setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City of Reading contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the City of Reading LRA or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless

covered by written agreement.

SUBCONTRACTS

Joint proposals by multiple firms are allowed, and even encouraged if deemed necessary to balance new ideas and directions with the realities of the enabling statutes. However, the Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City of Reading. The Subproposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Subproposer is to perform in accordance with all terms of the contract and Specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Proposer. All directions given to the Subproposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

RIGHT TO AUDIT RECORDS

The City of Reading shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City of Reading, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers will be given permission to withdraw any proposals after they have been received by the City's Purchasing Coordinator at his/her office, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.

PROPOSAL REJECTION

The City of Reading reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful proposer will execute a contract with the City of Reading embodying its proposal.

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City of Reading to the Principal, enter into contract with the City of Reading.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

The City of Reading shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The proposer is not adequately complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work.

RIGHTS UPON TERMINATION

Upon termination of the contract, Proposer shall transfer, assign and make available to

the City all property and materials in Proposer's possession or subject to Proposer's control that are the property of the City, subject to payment in full of amounts due to this contract.

Upon termination, Proposer agrees to provide reasonable cooperation in arranging the transfer or approval of third party's interest in all contracts, agreements and other arrangements, and all rights and claims thereto and therein following appropriate release from the obligations therein.

OWNERSHIP AND USE

Proposer shall ensure, to the fullest extent possible under law, that the City shall own any and all title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by Proposer or at Proposer's direction for the City pursuant to this contract and utilized by the City.

EVALUATION OF PROPOSALS

The City of Reading and its designated committee will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City, price and all other factors considered.

The evaluation will be based upon the following areas, in no particular order and with no assigned weight:

- Completeness of response to the RFP
- Relevant experience
- WBE/MBE
- Stability
- Price

ASSIGNMENT OF KEY STAFF

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration, unless the City of Reading agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacements name and credentials for approval by the City prior to that person starting work on the contract.

REJECTION OF PROPOSALS

The City of Reading reserves the right to reject any or all proposals in whole or in part and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

The Board will not pay for any information required in the RFP, nor is liable for any cost incurred by a proposer in responding to an RFP.

DISPOSITION OF PROPOSALS

All proposals submitted in response to the RFP become the property of the Board and will not be returned to unsuccessful proposers.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager, or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to 2:00pm on Tuesday, August 19, 2008.

Direct inquiries to:

Heather Dunkle
Purchasing Coordinator
City Hall, Rm. 2-45
815 Washington Street
Reading, PA 19601
FAX - (610) 655-6427
heather.dunkle@readingpa.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be faxed to all prospective proposers at the number furnished by them no later than 4:00pm on Monday, August 25, 2008.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/She is _____ of the Proposer that has
(Owner, Partner, Officer, Representative or Agent)
submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires:

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE